**APPLICATION FOR CREDIT ACCOUNT**

**SOLE TRADER/PARTNERSHIP**

Please complete this credit application form in full, sign it and return it to accounts@omsb.com.au. The completed and signed credit application form, together with the terms and conditions below, which incorporate the Terms and Conditions for Users will form a binding contract between the Applicant and OMSB.

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| **APPLICANT DETAILS**  |
| **Trading Name (if any):** |  |
| **ABN:** |  |
| **Office Address:** |  |
| **SOLE TRADER/PARTNER 1**  |
| **Sole Trader/Partner Name:** |  |
| **Sole Trader/Partner Address:** |  |
| **Driver’s Licence No.**  |  |
| **PARTNER 2 (if applicable)**  |
| **Sole Trader/Partner Name:** |  |
| **Sole Trader/Partner Address:** |  |
| **Driver’s Licence Number:** |  |
| **PARTNER 3 (if applicable)**  |
| **Sole Trader/Partner Name:** |  |
| **Sole Trader/Partner Address:** |  |
| **Driver’s Licence Number:** |  |
| **PARTNER 4 (if applicable)**  |
| **Sole Trader/Partner Name:** |  |
| **Sole Trader/Partner Address:** |  |
| **Driver’s Licence Number:** |  |

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| 1. **INFORMATION**
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| 1. **Telephone:**
 | 1.
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| 1. **Accounts Payable Contact:**
 | 1.
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| 1. **Accounts email address (generic emails preferred):**
 | 1.
 |
| 1. **Credit Limit Requested:**
 | 1.
 |
| 1. **Estimated Annual Spend:**
 | 1.
 |
| 1. **Anticipated Monthly Credit**
 | 1.
2.
 |
| 1. **TRADE REFERENCES**
 |
| 1. Name and Company:
 | 1. Email address:
 | 1. Phone:
 |
| 1.
2.
 | 1.
 | 1.
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| 1.
2.
 | 1.
 | 1.
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| 1.
2.
 | 1.
 | 1.
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**EXECUTION OF APPLICATION FOR CREDIT ACCOUNT**

**By signing this Application, you confirm that you have read and understood the Application, including the below Terms and Conditions, and warrant that you have authority to sign for an on behalf of the Applicant, and that the Applicant will be bound by the terms of this Application.**

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| **EXECUTION OF APPLICATION FOR CREDIT ACCOUNT** |
| 1. Directors, Company Secretary, Authorised Officer (in accordance with Section 127 of the Corporations Act 2001).
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| Signature |  | Position |  |
| Name |  | Date |  |
|  |
| Signature |  | Position |  |
| Name |  | Date |  |

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| **DIRECT DEBIT AUTHORITY** |
| 1. The Applicant requests that OMSB debits funds from the nominated credit card or bank account at the financial institution shown below in the amount owing to OMSB (in accordance with the Terms and Conditions for Users) on or before such amounts become due.
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| Credit Card Standing Payment Authority |
| Credit Card Number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Expiry Date:  |  |  | / |  |  | CCV  |  |  |  |
| Note: Fees may apply to all credit/debit card payments.  |
| Bank Account Direct Debit Authority |
| BSB Number  |  |  |  | - |  |  |  |
| Account Number  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name and Branch of Financial Institution:  |
| Signature |
| Signature |  | Position |  |
| Name |  | Date |  |

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| **FOR OFFICE USE ONLY** |
| Comments |  |
| Application Status: | Approved / Rejected (please circle) | Date |  |
| Name  |  | Position |  |
| Signature |  | Date |  |

**TERMS AND CONDITIONS OF CREDIT ACCOUNT**

1. **INTERPRETATION**
	1. In this Credit Application, unless the contrary intention appears:

**Applicant** means person stated in this Credit Application and includes its successors, substitutes (including persons taking by way of novation), assigns and permitted assigns;

**Credit Application** means this credit application form (incorporating these terms and conditions of Credit Account and the Terms and Conditions for Users), duly completed by the Applicant and submitted to OMSB via email to accounts@omsb.com.au.

**Credit Information** means credit history; credit standing; credit capacity; credit worthiness; details of financial circumstances; details of any credit (including credit limits) requested or applied for by the Applicant or provided or made available by OMSB; details of any amounts owed to OMSB that are overdue or in collection (or advice that such amounts no longer overdue or in collection); and details of any dishonoured cheques, defaults, arrears, administration, bankruptcy, discharge of any credit or credit infringements.

**Personal Information** means information including personal details (such as age, name, sex or gender, address, previous addresses, date of birth, driver’s licence or passport numbers) or any Credit Information of the Applicant or a Specified Person which OMSB may collect from the Applicant, any Specified Person, this Credit Application, third parties any other sources.

**Specified Person** means a director, partner, shareholder or officer of the Applicant, who may or may not provide a guarantee and indemnity from time to time in connection with the Applicant’s liabilities to OMSB.

**Terms and Conditions for Users** means the OMSB general terms and conditions applicable to Users of the Facility as updated from time to time, and in the form available on the OMSB Website (www.omsb.com.au);

* 1. Capitalised terms in this application which are not defined in clause 1.1 of this Credit Application have the same meaning as attributed to them in the Terms and Conditions for Users.
1. **INCORPORATION OF TERMS AND CONDITIONS FOR USERS**

2.1 This Credit Application is subject to, and explicitly incorporates off of the provisions of the Terms and Conditions for Users as it they were set out in full.

2.2 The Applicant acknowledges and agrees that it has read and understood the Terms and Conditions for Users. The Applicant agrees that the Terms and Conditions for Users shall form a legally binding contract between the Applicant and OMSB and the Applicant agrees to be bound by the Terms and Conditions for Users.

2.3 The Applicant acknowledges and agrees that the Terms and Conditions for Users may be amended, varied or replaced from time to time and at any time, and the Applicant acknowledges that it is responsible for checking the Terms and Conditions from time to time to ascertain whether or not additions, amendments, replacements or variations have been made to the Terms and Conditions for Users.

1. **CREDIT ACCOUNT**
	1. The Applicant requests that OMSB open an account in the Applicant's name to operate for all chargesfor any use of the Facility, Services and/or OMSB Equipment provided or supplied by OMSB or any third party to the Applicant (or, if different, the User).
2. **APPLICANT’S WARRANTIES**
	1. The Applicant warrants the information contained in this Credit Application to be true, accurate, complete and correct.
	2. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this Credit Application.
	3. The Applicant has informed any Specified Person of the terms of this Credit Application and has obtained the consent of each Specified Person to provide their information to OMSB, and for OMSB to deal with that information in accordance with this Credit Application.
	4. The Applicant warrants that it has provided the details of every director of the Applicant.
	5. The person(s) whose signature(s) appear below have the authority to sign this Credit Application on behalf of the Applicant.
3. **PRIVACY**

5.1. Subject to the *Privacy Act 1988 (Cth)*, the Applicant agrees that OMSB may:

5.1.1 obtain a credit report from a credit reporting agency or other party which may contain Personal Information about the Applicant or any Specified Person:

1. to assess this Credit Application or consider providing credit of any kind to the Applicant; or
2. for the purpose of collecting overdue payments owed to OPS

5.1.2 obtain and/or verify Personal Information about the Applicant or any Specified Person from:

1. other credit providers, whose names the Applicant may have provided to OPS or that may be named in a credit report;
2. a motor vehicle or land title registry;
3. a company that provides credit worthiness information;

5.1.3 provide to, share and exchange Personal Information, for any purpose, with:

1. the trade references named on this Credit Application, or any other person or entity whose name the Applicant or a Specified Person provides to OPS;
2. any collection agency or other party who may, from time to time, assist OPS with the recovery of any overdue amounts from the Applicant or any Specified Persons;
3. any credit reporting agencies before, during or after providing any credit to the Applicant; and
4. any other person or entity who may provide credit to the Applicant or a Specified Person from time to time.